

**PERMANENT EASEMENT  
Recorder's Cover Sheet**

**Preparer Information:**

Robert L. Stuyvesant  
PO Box 517  
Carlisle, Iowa 50047  
Telephone: (515) 989-3263

**Taxpayer Information:**

Regency Knoxville LLC, 380 Cross Pointe Blvd, Evansville, IN 47715

**Return Document To:**

Robert L. Stuyvesant, PO Box 517, Carlisle, Iowa 50047

**Grantors:**

Regency Knoxville LLC

**Grantees:**

City Of Knoxville, Iowa

**Legal Description:**

See Attached Exhibit A

**Document or instrument number if applicable:**

\_\_\_\_\_

Prepared by and  
Return to: Robert L. Stuyvesant, Stuyvesant, Benton & Judisch, PO Box 517,  
Carlisle, IA 50047

## PERMANENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Regency Knoxville LLC (hereinafter called "Grantor") in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to be paid by the City of Knoxville, Iowa does hereby convey onto the City of Knoxville, Marion County, Iowa (hereinafter called "Grantee") a perpetual nonexclusive Easement for the installation and maintenance of a traffic control device and appurtenances thereto, under, over, through and across the following described real estate:

*See Attached Exhibit A*

(hereinafter called '*Easement Area*') for the purpose of the Grantee constructing, reconstructing, repairing, enlarging and maintaining a traffic control device, together with necessary appurtenances thereto, under, over, through, and across said Easement Area (the "Easement").

This Easement shall be subject to the following terms and conditions:

1.       STRUCTURES IN EASEMENT AREA. Grantor shall not erect any structure over or within the Easement Area. Grantee may only construct or otherwise install a traffic control device in the Easement Area.
2.       CHANGE OF GRADE PROHIBITED. Grantor nor Grantee shall change the grade, elevation or contour of any part of the Easement Area.
3.       RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.
4.       EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5.       APPROVAL BY THE GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.
6.       CONSTRUCTION. Construction and installation of any traffic control device shall be at the sole cost and expense of the Grantee. By acceptance hereof, Grantee agrees to bury any conduits and, to the greatest extent possible, any and all improvements related to the traffic control device below the surface to a sufficient depth to avoid

interference with the enjoyment of the surface by the Grantor, its successors and assigns. Construction and installation of the traffic control device shall be in accordance with all applicable laws, rules and regulations. Grantee's exercise of its rights under this Easement shall not materially impact traffic flow on Rock Island Street nor result in a diminution of parking spaces on Grantor's property or interfere with access to Grantor's property. Any maintenance or repair of the traffic control device shall comply with the terms herein. Grantee shall not undertake, permit, nor omit to take any action which results in a lien or encumbrance being imposed on the Easement Area or Grantor's property, and shall cause any such liens or encumbrances to be immediately released of record at Grantee's sole cost and expense.

7. INDEMNIFICATION; RESTORATION OF PROPERTY. Grantee by its acceptance of this Easement Grantee agrees that it shall indemnify, defend and hold Grantor and Grantor's members, directors, officers, employees, contractors and agents, their respective successors and assigns, harmless against any claims, damages, losses or expenses (including reasonable attorney's fees and court costs) arising as a result of Grantee's exercise of the rights granted by this Easement, but excepting any claims, damages, losses or expenses to the extent caused by the gross negligence or willful misconduct of Grantor or Grantor's agents, employees or contractors, or others for whom Grantor is responsible.

If any damage or disturbance to Grantor's property is caused by Grantee's exercise of its rights under this Easement, Grantee, at Grantee's expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage or disturbance.

8. NO INTERFERENCE WITH BUSINESS ACTIVITIES. The use of the Easement herein granted and the rights related thereto shall not interfere with the normal business activities, operations or development of Grantor's business and property.

9. MORTGAGEE ACKNOWLEDGEMENT. Notwithstanding anything herein to the contrary, the Easement shall be of no force or effect unless and until each mortgagee of real property comprising the Easement Area executes the Mortgagee's Acknowledgement attached hereto and by this reference made a part hereof.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the Easement herein; and said Grantor covenants to WARRANT AND DEFEND specially the said premises against the lawful claims of all persons claiming by, through or under Grantor but against none other.

Grantee agrees not to transfer, assign, or sublet, in whole or in part, this Easement, the Easement Area or the rights granted herein without Grantor's prior written consent, which consent may be withheld, delayed or conditioned in Grantor's sole discretion. Any transfer in violation of the provisions above shall be void and of no force or effect. Nothing

herein, express or implied, is intended to or shall confer upon any party other than Grantor and Grantee any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Easement. No modification, amendment, or change of this instrument shall be valid or binding unless the same is in writing and signed by Grantor and Grantee

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[Signature pages follow.]

Effective this 17<sup>th</sup> day of AUGUST, 2020.

Regency Knoxville LLC, a  
Delaware limited liability company

By: Regency Commercial Associates LLC,  
its Manager

By: [Signature]  
Kevin L. Hammett, President & CEO

STATE OF INDIANA,

COUNTY OF VANDERBURGH, TO-WIT:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2020 by Kevin L. Hammett the President and CEO of Regency Commercial Associates LLC, manager of Regency Knoxville LLC, a Delaware limited liability company, on behalf of said company.

WITNESS MY HAND AND SEAL this 17<sup>th</sup> day of August, 2020.

My Commission Expires:

8/4/2021

My County of Residence:

Vanderburgh

[Signature]  
Signature of Notary Public

Jennie L Jolly  
Printed Name of Notary Public



ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF MARION

I, Tricia Kincaid, City Clerk of the City of Knoxville; Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Knoxville by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, thereby binding the City of Knoxville, Iowa to perform the obligations set forth in the foregoing Easement and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.


\_\_\_\_\_  
Tricia Kincaid  
City Clerk of Knoxville, Iowa

**MORTGAGEE'S ACKNOWLEDGEMENT**

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF UBS COMMERCIAL MORTGAGE TRUST 2018-C14, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-C14, joins in the execution of this Easement solely for the limited purpose of acknowledging the terms and conditions hereof and, to the extent applicable, consenting to the recordation of this Easement as an encumbrance upon the property upon which it holds a monetary lien.

**WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF UBS COMMERCIAL MORTGAGE TRUST 2018-C14, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-C14**


By: Midland Loan Services, a division of  
PNC Bank, National Association,  
Its Attorney-in-Fact

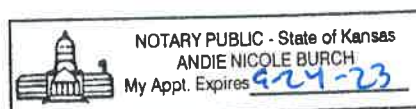
By:   
Name: \_\_\_\_\_  
Title: Timothy E. Steward  
Senior Vice President

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

This instrument was acknowledged before me on August 14, 2020, by Timothy Steward, as Senior Vice President of Midland Loan Services, a division of PNC Bank, National Association, the Attorney-in-Fact for WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE REGISTERED HOLDERS OF UBS COMMERCIAL MORTGAGE TRUST 2018-C14, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-C14.

  
Print Name: Andie N. Burck  
Notary Public in and for said  
County and State Johnson County, KS



My Appointment Expires:

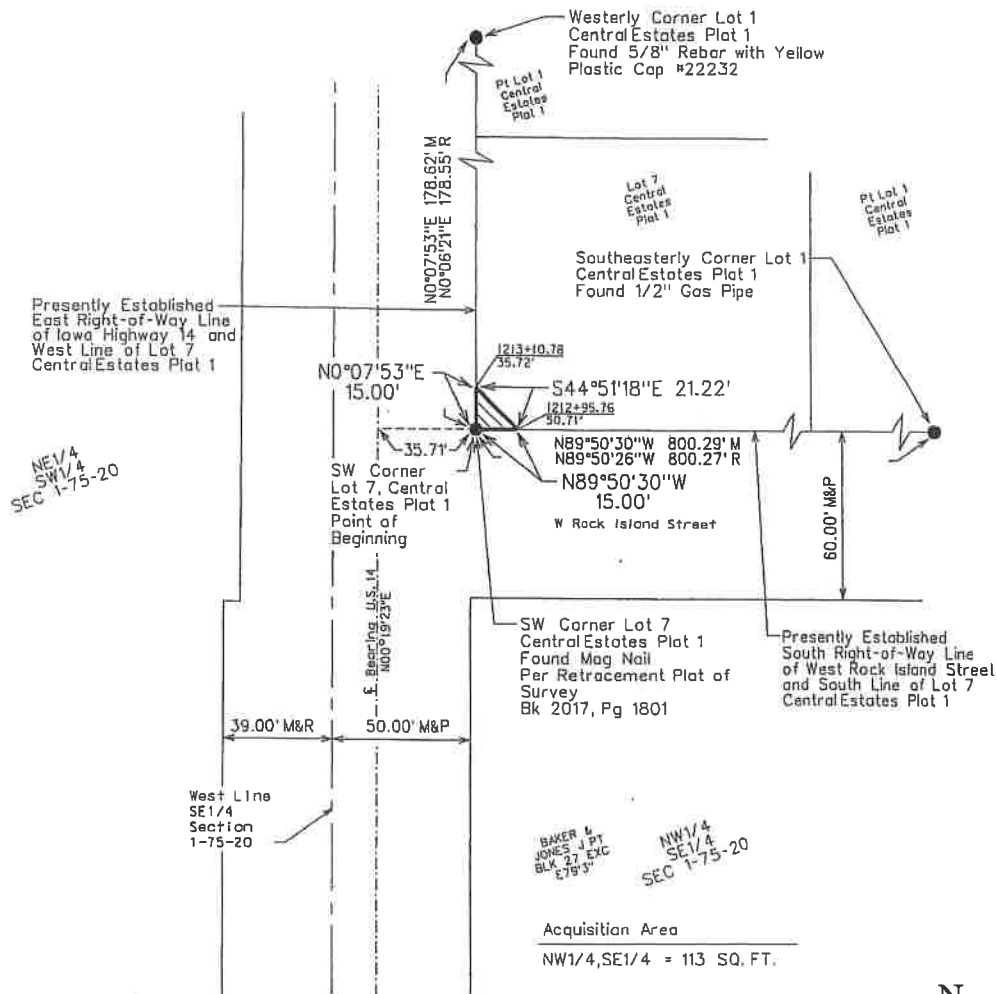
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IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY MARION STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. NHSN-014-3(52)-2R-63 PARCEL NO. 12  
SECTION 1 TOWNSHIP 75 RANGE 20  
ROW-FEE 113 SQ FT AC EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM \_\_\_\_\_

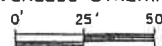
\*ACQUIRED IN THE NAME OF THE CITY OF KNOXVILLE, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Eric J. Miller* 11-21-19  
ERIC MILLER DATE:  
License number 19515  
My License Renewal Date is December 31, 2020  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

- P Plotted  
M Measured  
R Record  
▲ FOUND SECTION CORNER  
■ FOUND RIGHT OF WAY RAIL  
● FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED NOVEMBER 21, 2019

DATE DRAWN OCTOBER 3, 2019

SCALE 1" = 50'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 12

MARION COUNTY

PROJECT NO. NHSN-014-3(52)--2R-63

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 7, CENTRAL ESTATES PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF KNOXVILLE, MARION COUNTY, IOWA AND AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE PART THEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH  $00^{\circ}07'53''$  EAST ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 15.00 FEET; THENCE SOUTH  $44^{\circ}51'18''$  EAST, 21.22 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE NORTH  $89^{\circ}50'30''$  WEST ALONG SAID SOUTH LINE, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 113 S.F.

NOTE: THE SOUTH LINE OF SAID LOT 7, CENTRAL ESTATES PLAT 1 IS ASSUMED TO BEAR NORTH  $89^{\circ}50'30''$  WEST.

MARION COUNTY

NHSN-014-3(52)--2R-63

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